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8 UNITED STATES POSTAL SERVICE

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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION
13

14	PERSONAL ASSISTANCE SERVICES)	No. CV 08-4959 R (CTx)
15	COUNCIL,)	
	Plaintiff,)	<u>PROTECTIVE ORDER</u>
16)	
	v.)	
17)	
18	UNITED STATES POSTAL SERVICE,)	
	et al.,)	Honorable Manuel L. Real
19	Defendants.)	
20	_____)	

21 Pursuant to the Joint Stipulation for Protective Order filed by
22 the parties herein,

23 IT IS HEREBY ORDERED that:

24 Defendant is permitted to disclose to plaintiff the identity of
25 applicants listed in the "PostalOne!System" information database who
26 were granted nonprofit mail status under the philanthropic category
27 (hereinafter referred to as the "Protected Information").
28

1 The Protected Information shall be used by plaintiff, plaintiff's
2 counsel, experts, consultants, and witnesses only for the purpose of
3 this litigation, and not for any other purpose whatsoever.

4 The Protected Information, and/or contents thereof, shall be
5 disclosed only to:

6 1. counsel of record for the plaintiff;

7 2. plaintiff, who shall be permitted to review the Protected
8 Information in the presence of counsel of record, but shall not be
9 given a copy thereof, provided that it shall agree to be bound by the
10 terms of this Order and shall execute a confidentiality agreement in
11 the form attached hereto as Exhibit A;

12 3. expert consultants/witnesses, who are retained or consulted
13 by the parties for the purposes of providing testimony or performing
14 other services relating to this action, provided that they shall agree
15 to be bound by the terms of this Order and shall execute a
16 confidentiality agreement in the form attached hereto as Exhibit A;
17 or

18 4. non-expert witnesses to this action, but only to the extent
19 that disclosure is necessary to question a witness or prepare a
20 witness to be questioned by another party; provided that they shall
21 agree to be bound by the terms of this Order and shall execute a
22 confidentiality agreement in the form attached hereto as Exhibit A.
23 Said non-expert witnesses shall be permitted to review the Protected
24 Information in the presence of counsel, but shall not be given a copy
25 thereof to retain.

26 All documents, pleadings, or transcripts of deposition testimony
27 filed in this litigation, including any appeal, that contain, or
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1 disclose the contents of the Protected Information shall be submitted
2 under seal. The submitting party shall request the Court to impound
3 any of the Protected Information that may be submitted as evidence and
4 to maintain the same as a sealed record of the Court not available for
5 review by the public. All deposition transcripts that contain or
6 disclose the contents of the Protected Information shall be maintained
7 under seal and be subject to the provisions of this Stipulated
8 Protective Order even if they are not filed with the Court.

9 At the conclusion of this litigation, including any appeal taken
10 therefrom, all originals or reproductions of the Protected Information
11 shall be returned to defendant by plaintiff's counsel within 30 days
12 of the termination of the action, including copies provided to expert
13 consultants/witnesses. This shall not include documents (1) that have
14 been filed with the Court or (2) that contain notations of counsel or
15 experts/consultants, in which case they are to be destroyed by
16 plaintiff's counsel within 30 days of the termination of the action.

17 Upon completion of this action, including any appeal taken
18 therefrom, plaintiff's counsel shall certify to this Court that they
19 have irretrievably destroyed all documents which are the subject of
20 this Stipulated Protective Order. They shall further certify that
21 they have destroyed all copies and/or duplicates, as defined by Rule
22 1001(4) of the Federal Rules of Evidence, that they have made of such
23 documents.

24 This Stipulated Protective Order is not intended to compromise
25 the rights of any party to object to discovery pursuant to the Federal
26 Rules of Civil Procedure or any other governing authority nor is it
27 intended to alter any burden of proof regarding any assertion of
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1 privilege in this matter. This Stipulated Protective Order permits
2 defendant to disclose the Protected Information, but does not
3 constitute an order requiring production.

4 Nothing in this Stipulated Protective Order shall prohibit a
5 party from seeking further protection of the Protected Information by
6 stipulation among the parties, approved by the Court, or by
7 application to the Court directly.

8 Nothing in this Stipulated Protective Order constitutes a waiver
9 of any party's right to seek a Court Order permitting the future use
10 and/or production of unredacted copies of the Protected Information.

11 Nothing in this Stipulated Protective Order constitutes a waiver
12 of defendant's right to use, disclose or disseminate the Protected
13 Information in accordance with the provisions of the Privacy Act, any
14 applicable statutory/regulatory provisions, or Postal Service
15 policies.

16 Neither the United States, the United States Postal Service, the
17 United States Department of Justice, including the United States
18 Attorney's Office, nor any of its officers, agents employees, or
19 attorneys, shall bear any responsibility or liability for any
20 disclosure of any documents obtained by the plaintiff under this
21 Stipulated Protective Order, or of any information contained in such
22 documents.

23 This Stipulated Protective Order does not constitute any ruling
24 on the question of whether any particular document or category of
25 information is properly discoverable or admissible and does not
26 constitute any ruling on any potential objection. Other than
27 explicitly set forth herein this Stipulated Protective Order does not
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1 apply to any information or documents subject to a claim of privilege
2 or other basis of exclusion, and this Stipulated Protective Order
3 shall not be precedent for adopting any procedure with respect to the
4 disclosure of any such other information.

5 DATED: June 8, 2009



8 JUDGE MANUEL L. REAL
9 UNITED STATES DISTRICT JUDGE

10
11 PRESENTED BY:

12 JONES DAY

13 /s/ _____
14 Brian M. Hoffstadt
15 John Ly
16 Jolene Mate
17 Attorneys for Plaintiff
18 PERSONAL ASSISTANCE SERVICES COUNCIL

19 THOMAS P. O'BRIEN
20 United States Attorney
21 LEON W. WEIDMAN
22 Assistant United States Attorney
23 Chief, Civil Division

24 /s/ Gwendolyn M. Gamble
25 GWENDOLYN M. GAMBLE
26 Assistant United States Attorney
27 Attorneys for Defendant
28

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

PERSONAL ASSISTANCE SERVICES) COUNCIL,)) Plaintiff,)) v.)) UNITED STATES POSTAL SERVICE,) et al.,)) Defendants.) _____)	No. CV 08-4959 R (CTx) <u>AGREEMENT TO BE BOUND BY</u> <u>PROTECTIVE ORDER</u>
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The undersigned, having read and fully understood the terms of the Protective Order entered by the Court in the above-captioned action, hereby agrees to be bound thereby. The undersigned agrees that the Protected Information as defined by the Protective Order entered by the Court shall be used only for the purpose of this litigation, and not for any other purpose whatsoever. The undersigned agrees not to disseminate or disclose the Protected Information, or contents thereof. If an original or reproduction of any of the above documents has been provided to the undersigned pursuant to the Protective Order, they shall be returned by the undersigned within 10 days to counsel requesting the return of said documents or within 10 days of the conclusion of any work performed by the undersigned in this litigation.

DATED: _____

EXHIBIT A